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IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

SKWS ENTERPRISES, INC., a California corporation,

Plaintiff,

vs.

AMBER LEVONCHUCK, an individual, also known as AMBER ROSE; JASON ROBINSON, an individual; WALTER MOSLEY, an individual; and DOES 1-20, inclusive,

Defendants.

Case No. 2:17-cv-3327

COMPLAINT FOR:

(1) LANHAM ACT VIOLATIONS FOR TRADEMARK INFRINGEMENT AND UNFAIR COMPETITION;
(2) LANHAM ACT VIOLATION FOR TRADEMARK DILUTION;
(3) LANHAM ACT VOLATION FOR FALSE DESIGNATION OF ORIGIN;
(4) LANHAM ACT VIOLATION FOR FALSE ADVERTISING;
(5) COMMON LAW TRADEMARK INFRINGEMENT;
(6) TRADEMARK DILUTION VIOLATION UNDER CALIFORNIA BUSINESS AND

PROFESSIONS CODE SECTION 14247;
(7) VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17500;
(8) VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200;
(9) DEFAMATION;
(10) INVASION OF PRIVACY AND FALSE LIGHT;
(11) FRAUD AND FRAUDULENT MISREPRESENTATION;
(12) INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS; AND
(13) DECLARATORY ACTION

DEMAND FOR JURY TRIAL

COMPLAINT
OF SKWS ENTERPRISES, INC.

Plaintiff SKWS ENTERPRISES, INC. ("Plaintiff" or "SKWS"), in support of its Complaint against AMBER LEVONCHUCK, also known as AMBER ROSE ("Rose"), JASON ROBINSON ("Robinson"), WALTER MOSLEY ("Mosley"), and DOES 1-20, inclusive (Rose, Robinson, Moseley, and DOES 1-20 are hereinafter collectively referred to as "Defendants"), hereby alleges as follows:

I. JURISDICTION AND VENUE

1. This is a complaint for actual damages, punitive and enhanced damages as the Court sees fit to award, and such other and further relief as the Court deems just and proper.

2. This Court has jurisdiction over the claims relating to trademark rights under 15 U.S.C. §§ 1114, 1121(a) and 1125(a), and 28 U.S.C. §§ 1331 and 1338, and subject matter

jurisdiction over the matters alleged in this Complaint (including claims arising under federal law and pendent state law claims) pursuant to 28 U.S.C. § 1331, 28 U.S.C. §§ 1338(a), (b), and 28 U.S.C. § 1367.

3. Venue in the Central District of California is proper under 28 U.S.C. §§ 1391(a) and (b), because some or all of Defendants reside in this district, and because a substantial part of the events or omissions giving rise to the complaint occurred in this district.

II. PARTIES

4. Plaintiff is a California corporation with its principal place of business in West Hollywood, Los Angeles County, California.

5. Plaintiff is informed and believes and on that basis alleges that Defendant Rose is an individual residing in and doing business in Los Angeles County, California.

6. Plaintiff is informed and believes and on that basis alleges that Defendant Robinson is an individual residing in and doing business in Los Angeles County, California.

7. Plaintiff is informed and believes and on that basis alleges that Defendant Mosley is an individual residing in and doing business in Los Angeles County, California.

8. Plaintiff is informed and believes and on that basis alleges that Defendants directly committed the infringement described herein or, alternatively, that they directly controlled the infringing conduct described herein, intentionally induced it or failed to prevent it, and, as such, that they are each contributorily liable for the infringement.

9. Plaintiff is further informed and believes and on that basis alleges that Defendants have an apparent or actual partnership with the each other and have authority to bind one another in transactions with third parties or exercise joint ownership or control over the infringing business and related advertising/marketing and trademark registration application. As such, each Defendant is vicariously liable for the infringement.

10. Plaintiff is informed and believes and on that basis alleges that at all times relevant to this action, each of the Defendants was the agent, affiliate, officer, director, manager, member, principal, alter-ego, and/or employee of the remaining Defendants and was at all times acting within the scope of such agency, affiliation, alter-ego relationship

and/or employment, and actively participated in or subsequently ratified and adopted, or both, each and all of the acts or conduct alleged herein with full knowledge of each and every violation of Plaintiff's rights and the damages to Plaintiff proximately caused thereby.

11. Plaintiff currently does not know and is blamelessly unaware of the true names and capacities of the defendants sued as Does 1 through 20, inclusive, and therefore sues these defendants by fictitious names. Plaintiff will amend this Complaint to add the true names and capacities of these defendants when they are ascertained. Each of the fictitiously named Doe defendants is responsible in some manner for the events and happenings alleged in this Complaint and for Plaintiff's damages.

III. ALLEGATIONS COMMON TO ALL CAUSES OF ACTION AND FACTUAL BACKGROUND

12. Plaintiff is a company in the nightlife and entertainment industry, and has owned, operated, advertised, and marketed nightclubs, bars, gentleman's clubs, and related nightlife venues since August 2010.

13. Plaintiff has been using the unregistered trademark ACE OF DIAMONDS (hereinafter also the "Mark") in commerce since December of 2014 in connection with Plaintiff's business, gentleman's clubs, nightclubs, bars, and the nightlife industry in general.

14. Plaintiff first used the Mark in commerce in Las Vegas, Nevada, and further began using the Mark in commerce in January of 2015 in West Hollywood, California. Plaintiff has continuously used the Mark in commerce as described above in West Hollywood, California since January of 2015.

15. Plaintiff has also continuously owned, operated and used social media accounts entitled, *inter alia*, AceOfDiamondsLA since January of 2015, all to promote business associated with and under the Mark.

16. The official website for the Mark, AODLA.com, has also been owned and operated and used by Plaintiff continuously since December of 2014, to promote business associated with and under the Mark.

17. ACE OF DIAMONDS has become one of the most popular weekly nightclub

and gentleman's club events in the Los Angeles area, garnering frequent media attention and often frequented by celebrities, including but not limited to various hip-hop artists, R&B singers, models, actresses, and other famous persons.

18. ACE OF DIAMONDS has also been featured on television shows multiple times, including Love & Hip Hop Hollywood on VH1. By way of non-exclusive example, ACE OF DIAMONDS was featured on this show twice in November 2014.

19. Defendants have unilaterally and without Plaintiff's permission or knowledge attempted to misappropriate the ACE OF DIAMONDS name and trademark by attempting to register competing trademarks for "Ace of Diamonds" and "AOD" under false pretenses, by falsely claiming that they have been using ACE OF DIAMONDS and AOD in commerce since 2010, by advertising that the ACE OF DIAMONDS club and mark belong to them, and by advertising the opening of a ACE OF DIAMONDS nightclub in Hollywood, Los Angeles County, California that is substantially similar if not exactly identical to Plaintiff's established club that uses the Mark.

20. Like Plaintiff's already-established club, in continuous operation since 2014, that uses the Mark in commerce, Defendants' business also plans on opening in the Los Angeles area. The original and actual ACE OF DIAMONDS, belonging to Plaintiff, currently operates in West Hollywood, California, while Defendants' unlawful and infringing "Ace of Diamonds" and/or "AOD" apparently plans to establish and operate several blocks away in Hollywood, California.

21. Defendant Rose is a model, actress, rapper, and fashion designer, according to her Wikipedia page.

22. Rose has done business with and served as a paid contractor for Plaintiff. Specifically, Rose has acted as a compensated host at regular events for Plaintiff, in connection with Plaintiff's use of the Mark, on multiple occasions and has been paid thousands of dollars by Plaintiff for such services.

23. Rose has advertised her appearances at ACE OF DIAMONDS via her social media accounts.

24. Rose has been a paid host at ACE OF DIAMONDS in the capacity of an independent contractor, and was paid flat fees per event by Plaintiff, but Rose has never had any other role whatsoever with ACE OF DIAMONDS, nor has she had any role with Plaintiff.

25. ACE OF DIAMONDS has always exclusively been owned by Plaintiff, has never had any other owner or operator, and continues to be owned and operated solely by Plaintiff.

26. Rose was never, is not, and has never been a partner or owner in Plaintiff, any of its affiliated business or ventures, including without limitation ACE OF DIAMONDS.

27. On or about February 22, 2017, during the All Def Movie Awards, an awards ceremony broadcast on the Fusion television network, further broadcast online, and viewed in person by tens of thousands of people, Rose received and accepted an award.

28. During her award acceptance speech, Rose stated, “Do you all know Ace of Diamonds? Well, I bought it.”

29. This statement was broadcast and published to the world by Rose, a widely known celebrity.

30. This statement was and is unequivocally false and Rose knew it to be false at the time she made it. ACE OF DIAMONDS has not been sold, was not bought in any way, shape, or form by Rose, and continues to be solely owned by Plaintiff.

31. The above statement was injurious to Plaintiff and harmed Plaintiff’s business reputation and the value of the goods and services under the Mark.

32. Defendant Robinson is a former promoter for Plaintiff, with whom Plaintiff contracted specifically to promote certain events for which the Mark was used.

33. Robinson is not and never has been a partner, owner, or principal of ACE OF DIAMONDS or Plaintiff.

34. Plaintiff later terminated its relationship with Robinson.

35. Despite this, and despite knowing that Rose was also only a host for ACE OF DIAMONDS, and has not at any time owned any part of ACE OF DIAMONDS or Plaintiff,

Robinson defamed Plaintiff SKWS Enterprises, Inc. in an interview he did with Internet website pagesix.com, during which interview he falsely claimed that (1) Plaintiff does not own ACE OF DIAMONDS; that (2) he and Rose own ACE OF DIAMONDS; and (3) that ACE OF DIAMONDS is a “Barnum & Bailey” circus-type event.

36. All of the above statements were and are unequivocally false and were published to the public at large by Robinson.

37. ACE OF DIAMONDS in its West Hollywood location was owned, operated, and promoted, as well as used in commerce, by Plaintiff long before Robinson was ever hired to work on a very limited-scope basis as a contractor by and for Plaintiff. Thus, it is not possible for Robinson to have created or owned ACE OF DIAMONDS, “Ace of Diamonds” or “AOD” as he falsely claims, in his verbal and written statements as well as the fraudulent trademark applications that he authorized and approved.

38. By falsely representing to the public and a national audience on television that she had bought ACE OF DIAMONDS (and thus insinuating that she was now the owner), Rose has severely damaged Plaintiff’s reputation and led to Plaintiff suffering actual monetary damages, including, but not limited to employees, dancers, promoters, and entertainers quitting their roles with Plaintiff, and sponsors for ACE OF DIAMONDS being unwilling to continue sponsoring future ACE OF DIAMONDS events.

39. Robinson has caused the same damage with his false comments to pagesix.com.

40. The popular hip hop website Allhiphop.com has also reported and republished these false statements by Robinson.

41. Additionally, Plaintiff has suffered severe reputational damages and damages to its goodwill that has been built up over the previous years, as various national media publications, including but not limited to People magazine, have reported and republished the false fact that Rose now owns or has purchased ACE OF DIAMONDS.

42. Because Plaintiff has continuously owned and operated ACE OF DIAMONDS since its inception, has continuously owned the website and the domain names for ACE OF DIAMONDS, and even hired Defendants Rose and Robinson as contractors to work for

Plaintiff at ACE OF DIAMONDS on certain nights and paid Defendants for such work based upon contractual arrangements, Defendants certainly were aware and knew that ACE OF DIAMONDS was in fact owned by Plaintiff and was not sold to any other party.

43. Defendants intended to maliciously injure the reputation and business goodwill of Plaintiff by making these false statements.

44. Defendant Mosley is an attorney licensed in California and is the listed attorney of record for two infringing trademarks (one named "Ace of Diamonds" and one named "AOD"), applications for registration of which were filed on December 9, 2016 and December 12, 2016, and are currently pending with the United States Patent and Trademark Office ("USPTO"), but which have been blocked by office action ("Ace of Diamonds") and suspension ("AOD").

45. The infringing trademark applications for "Ace of Diamonds" and "AOD" are fraudulent and rely on false statements, including without limitation that the alleged marks were in use in commerce as early as 2010, which is logically impossible and patently untrue.

46. The infringing trademark applications for "Ace of Diamonds" and "AOD" list "Ace of Diamonds, Inc.," a Delaware corporation, as the applicant.

47. "Ace of Diamonds, Inc." was not incorporated in Delaware until December 21, 2016 (some 9-12 days after the infringing trademark applications falsely indicating that the applicant was incorporated were filed) a date that matches the scheme hatched by Defendants to defraud the general public, infringe upon Plaintiff's Mark ACE OF DIAMONDS, unfairly compete with Plaintiff, falsely advertise and false designate origin, and defame and otherwise harm Plaintiff.

48. Moreover, the December 21, 2016 incorporation date for "Ace of Diamonds, Inc.," in addition to being inherently suspicious, also well postdates the first use in commerce of Plaintiff's Mark ACE OF DIAMONDS.

49. Upon information and belief, Mosley is also the manager and personal attorney for Rose.

50. Moseley's attempts, on behalf of Rose and perhaps also Robinson, to register

the infringing marks "Ace of Diamonds" and "AOD" are unlawful, as those trademark applications infringe upon Defendant's trademark rights as more fully described above, of which rights Rose and Robinson have, at all times pertinent to this Complaint, been well aware.

51. Mosley is held to the complete pertinent knowledge of Rose and Robinson, to the extent that he is their agent and, by admission through his filing of trademark applications with the USPTO on their behalf, represents their legal, professional, and business interests.

52. The attempted registration of the infringing marks "Ace of Diamonds" and "AOD" by Defendants relies on false statements including those detailed above by Rose and Robinson.

53. Despite numerous cease and desist notices from both Plaintiff and Plaintiff's counsel, Defendants have failed and refused, and continue to fail and refuse to cease their willful and blatant infringing of the Mark and thus they must immediately be enjoined from this behavior.

54. Further, Defendants have also caused social media accounts, such as Instagram, to shut down Plaintiff's accounts on the supposed (and false) grounds that Plaintiff's accounts somehow infringe upon Defendants' alleged and infringing marks "Ace of Diamonds" and "AOD."

FIRST CLAIM FOR RELIEF

(Lanham Act Violations for Trademark Infringement and Unfair Competition, 15 U.S.C. § 1125(a), Against All Defendants)

55. Plaintiff hereby incorporates by this reference each and every allegation set forth in Paragraphs 1 through 54 of this Complaint, above, as though fully set forth herein.

56. Defendants have engaged in the use of marks so similar to that of Plaintiff's mark ACE OF DIAMONDS (indeed, Defendants have falsely contended publicly that Defendants own ACE OF DIAMONDS) as to be likely to cause confusion, to cause mistake, or to deceive.

57. Plaintiff's mark ACE OF DIAMONDS ("Mark") is valid and legally

protectable.

58. Plaintiff, and no other person or organization, owns the Mark.

59. Plaintiff was the first to adopt the Mark and use it in commerce.

60. Plaintiff has used the Mark continuously in commerce since its adoption.

61. The Mark is inherently distinctive, in that is an arbitrary mark whose words bear no relation to the product of service that Plaintiff offers in connection with the Mark's use in commerce.

62. The consuming public interprets the Mark to be (a) an identification of the products or services that Plaintiff offers in connection with the Mark's use in commerce, and (b) a representation of the origin of those products or services.

63. Plaintiff has engaged in extensive advertising that links the Mark and Plaintiff, the provider of services advertised under the Mark.

64. Specifically, ACE OF DIAMONDS and its related trade dress have been advertised to the public as a nightclub and entertainment facility and event in the greater Los Angeles area, specifically, that owned and operated by Plaintiff.

65. Defendants' use of ACE OF DIAMONDS and/or the infringing and identical mark "Ace of Diamonds" or the highly similar and infringing mark "AOD" that Defendants are currently (and fraudulently and thus far unsuccessfully) trying to register with the USPTO is likely to create confusion concerning the origin of the goods or services that Plaintiff provides under the Mark.

66. Consumers viewing or becoming aware of the infringing marks "Ace of Diamonds" and/or "AOD" (the "Infringing Marks") likely assume and will likely assume that the product or service that they represent is associated with the source of a different product or service identified by a similar mark, namely, Plaintiff's Mark ACE OF DIAMONDS.

67. Plaintiff's Mark is a strong mark, as the consuming public recognizes is and associates it with the product or services provided by Plaintiff under the Mark.

68. Defendants intends to use, or have already used, their Infringing Marks in connection with the same, related, or complementary goods, products, or services as the

product or services provided by Plaintiff under the Mark.

69. Plaintiff's Mark ACE OF DIAMONDS and Defendants' Infringing Marks are exactly similar in appearance, sound and meaning and the overall impression created in the marketplace by the two marks are similar or identical.

70. Use of the Infringing Marks "Ace of Diamonds" and "AOD" by Defendants has led to instances of actual confusion in the marketplace among or by members of the consuming public.

71. Defendants, in baldly appropriating the name "Ace of Diamonds" and the abbreviation "AOD" to identify similar products and services, even though Defendants are well aware that Plaintiff owns the Mark ACE OF DIAMONDS, knowingly intend to derive benefit from the reputation of the Plaintiff's Mark and further knowingly intend to cause of a likelihood of confusion.

72. Plaintiff's and Defendants' service have been and are likely to be marketed in the same or similar stores, channels, or outlets, and advertised in similar media.

73. Plaintiff's consumers and customers, as members of the general public who respond to advertising materials, are not likely to have sufficient means to discern differences between Plaintiff's Mark and Defendants' Infringing (and identical or nearly identical) Marks.

74. Defendants have infringed upon Plaintiff's Mark ACE OF DIAMONDS using the Internet by using similar or identical marks, the services offered under the competing marks are strongly related and/or functionally identical, and Plaintiff and Defendants are engaged in the simultaneous use of the Internet as a marketing channel to promote their marks.

75. Defendants' Infringing Marks are exactly or virtually identical to Plaintiff's Mark, and Defendants knowingly intend to pass off or borrow from Plaintiff's established good will associated with the use of ACE OF DIAMONDS in commerce.

76. There is a substantial likelihood of confusion between Plaintiff's Mark ACE OF DIAMONDS and Defendants' Infringing Marks "Ace of Diamonds" and "AOD," and

Defendants compete directly with Plaintiff.

77. Defendants' conduct constitutes willful trademark infringement and unfair competition under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

78. Plaintiff has suffered actual damages as a result of Defendants' willful trademark infringement and unfair competition in an amount to be proven at trial. Additionally, the harm to Plaintiff arising from Defendants; acts is not fully compensable by money damages and Plaintiff has suffered, and continues to suffer, irreparable harm that has no adequate remedy at law and that will continue unless Defendants' conduct is restrained and permanently enjoined.

79. Defendants' conduct as described above was willful and intentional. As a result, Plaintiff is further entitled to enhanced damages and an award of costs and attorney fees under Section 35(a) of the Lanham Act, 15 U.S.C. § 1117(a). In addition, Plaintiff is entitled to recover Defendants' profits and reasonable royalties as damages.

SECOND CLAIM FOR RELIEF

(Lanham Act Violation for Trademark Dilution,

15 U.S.C. § 1125(c), Against All Defendants)

80. Plaintiff hereby incorporates by reference and every allegation set forth in Paragraphs 1 through 79 of this Complaint, above, as though fully set forth herein.

81. Plaintiff's Mark ACE OF DIAMONDS has been marketed to tens of millions of consumers throughout the greater Los Angeles market and all throughout Southern California and beyond in the rest of the United States through the Internet.

82. Plaintiff's Mark ACE OF DIAMONDS is arbitrary and inherently distinctive.

83. Plaintiff's Mark ACE OF DIAMONDS has resulted in substantial sales of goods and/or services associated with the Mark and its continuous use in commerce since 2014.

84. Plaintiff's Mark ACE OF DIAMONDS has been widely recognized by millions of consumers.

85. Defendants' Infringing Marks are likely to cause dilution by blurring.

86. Defendants' Infringing Marks are exactly or virtually identical to Plaintiff's Mark.

87. Plaintiff is engaging in substantially exclusive use of Mark.

88. Defendants intended to create an association with the Mark by using the same name, marketing in the same channels, and falsely claiming that they own the Mark and its name.

89. Defendants were formerly contractors hired by Plaintiff, and thus used to be associated with the proper and lawful use of the Mark by Plaintiff.

90. Defendants' Infringing Marks are likely to cause dilution by tarnishment, by associating themselves in the minds of consumers with Plaintiff's valid Mark ACE OF DIAMONDS, in such a way that harms the reputation of Plaintiff's Mark.

91. Defendants' actions, as described hereinabove, are likely to continue to dilute the distinctive quality of Plaintiff's Mark ACE OF DIAMONDS by blurring and/or tarnishment in violation of Section 43(c) of the Lanham Act, 15 U.S.C. §1125(c).

92. Plaintiff has suffered actual damages as a result of Defendants' actions in an amount to be proven at trial. Additionally, the harm to Plaintiff arising from Defendants' acts is not fully compensable by money damages and Plaintiff has suffered, and continues to suffer, irreparable harm that has no adequate remedy at law and that will continue unless Defendants' conduct is restrained and permanently enjoined.

93. Defendants' conduct as described above was willful and intentional. As a result, Plaintiff is further entitled to enhanced damages and an award of costs and attorney fees under Section 35(a) of the Lanham Act, 15 U.S.C. § 1117(a). In addition, Plaintiff is entitled to recover Defendants' profits and reasonable royalties as damages.

THIRD CLAIM FOR RELIEF

(Lanham Act Violation for False Designation of Origin,
15 U.S.C. § 1125(a)(1)(A), Against All Defendants)

94. Plaintiff hereby incorporates by this reference and every allegation set forth in Paragraphs 1 through 93 of this Complaint, above, as though fully set forth herein.

95. Defendants' actions, as described hereinabove, are likely and will continue to cause confusion or mistake or to deceive as to the origin, sponsorship, or approval of Defendants, their products, services and commercial activities by or with Plaintiff, and thus constitute trademark infringement, false designation of origin, passing off, and unfair competition in violation of Section 43(a)(1)(A) of the Lanham Act, 15 U.S.C.§ 1125(a)(1)(A).

96. Plaintiff has suffered actual damages as a result of Defendants' misleading statements and false designation of origin in an amount to be proven at trial. Additionally, the harm to Plaintiff arising from Defendants' acts is not fully compensable by money damages and Plaintiff has suffered, and continues to suffer, irreparable harm that has no adequate remedy at law and that will continue unless Defendants' conduct is restrained and permanently enjoined.

97. Defendants' conduct as described above was willful and intentional. As a result, Plaintiff is further entitled to enhanced damages and an award of costs and attorney fees under Section 35(a) of the Lanham Act, 15 U.S.C. § 1117(a). In addition, Plaintiff is entitled to recover Defendants' profits and reasonable royalties as damages.

FOURTH CLAIM FOR RELIEF

(Lanham Act Violation for False Advertising,
15 U.S.C. § 1125(a)(1)(B), Against All Defendants)

98. Plaintiff hereby incorporates by this reference and every allegation set forth in Paragraphs 1 through 97 of this Complaint, above, as though fully set forth herein.

99. Defendants, through their actions as described hereinabove, have, are likely and will continue to falsely state and advertise the source, origin, and nature of their products and services in a manner intended to benefit from deception or mistake among consumers whereby consumers would identify products and services originally provided by Plaintiff in connection with and under its Mark ACE OF DIAMONDS.

100. By engaging in these activities, Defendants have engaged in false advertising under Section 43 of the Lanham Act, 15 U.S.C. §1125(a)(1)(B), and Defendants' conduct has

created deception among consumers and members of the general public as to the nature, characteristics, or qualities of their and Plaintiffs products and/or services.

101. Plaintiff has suffered actual damages as a result of Defendants' misleading statements and false advertising in an amount to be proven at trial. Additionally, the harm to Plaintiff arising from Defendants' acts is not fully compensable by money damages and Plaintiff has suffered, and continues to suffer, irreparable harm that has no adequate remedy at law and that will continue unless Defendants' conduct is restrained and permanently enjoined.

102. Defendants' conduct as described above was willful and intentional. As a result, Plaintiff is further entitled to enhanced damages and an award of costs and attorney fees under Section 35(a) of the Lanham Act, 15 U.S.C. § 1117(a). In addition, Plaintiff is entitled to recover Defendants' profits and reasonable royalties as damages.

FIFTH CLAIM FOR RELIEF

(Common Law Trademark Infringement, Against All Defendants)

103. Plaintiff hereby incorporates by this reference and every allegation set forth in Paragraphs 1 through 102 of this Complaint, above, as though fully set forth herein.

104. Through Plaintiff's continuous use and promotion of Plaintiff's Mark ACE OF DIAMONDS ("Mark"), as well as the distinctiveness of the Mark, consumers associate and recognize the Mark as representing a single source or sponsor of goods and services, and therefore Plaintiff's Mark is protectable at common law.

105. Plaintiff owns and enjoys common law trademark rights in the ACE OF DIAMONDS Mark, which rights are superior to any rights that Defendants may claim in and to that Mark or any other trademarks with respect to Defendants' products or services. Plaintiff's Mark is inherently distinctive and has acquired secondary meaning with the consuming public, and/or has become distinctive in the minds of customers, in that Plaintiff's Mark is associated with Plaintiff.

106. Defendants' use of Plaintiff's Mark, or its confusingly similar and indeed identical infringing mark "Ace of Diamonds" and virtually identical infringing mark "AOD"

in connection with the advertising, distribution, marketing, promotion, offer for sale, and/or sale of Defendants' products or services is likely to cause confusion and, upon information and belief, has caused confusion as to the source of Defendants' products or services, in that customers will be likely to associate or have associated Defendants' products or services as originating with Plaintiff, all to the substantial detriment of Plaintiff.

107. By reason of Defendants' actions alleged herein, Plaintiff has suffered, and will continue to suffer, irreparable injury to its rights, and has suffered, and will continue to suffer, substantial loss of goodwill and loss in the value of Plaintiff's Mark ACE OF DIAMONDS, unless and until Defendants are enjoined from continuing their deliberate and wrongful acts.

108. By reason of Defendants' actions alleged more fully herein, Plaintiff has been damaged in an amount not presently ascertained and to be determined according to proof, and such damage will continue and increase unless and until Defendants are enjoined from continuing their wrongful acts.

SIXTH CLAIM FOR RELIEF

(Trademark Dilution Violation Under California Business and Professions Code Section 14247, Against All Defendants)

109. Plaintiff hereby incorporates by this reference and every allegation set forth in Paragraphs 1 through 108 of this Complaint, above, as though fully set forth herein.

110. Plaintiff's Mark ACE OF DIAMONDS is distinctive and famous and has been widely advertised and publicized in this state, has generated substantial sales of goods and/or services in this state, and is widely and readily recognized in this state.

111. Defendants began using Plaintiff's Mark ACE OF DIAMONDS and/or Defendants' Infringing Marks "Ace of Diamonds" and "AOD" in connection with Defendants' products and services after Plaintiff's Mark ACE OF DIAMONDS became famous.

112. Defendants' advertising, distribution, marketing, promotion, offer for sale, and/or sale of Defendants' products and services using Plaintiff's Mark ACE OF

DIAMONDS trademarks and/or confusingly similar infringing trademarks have injured the business reputation of Plaintiff, and further dilutes and/or are likely to dilute the distinctive value of Plaintiff's Mark ACE OF DIAMONDS, all in violation of Section 14247 of the California Business and Professions Code.

113. Plaintiff has no adequate remedy at law. Injury to Plaintiff and dilution of Plaintiff's Mark ACE OF DIAMONDS will continue, all to Plaintiff s irreparable harm, unless Defendants are enjoined by this Court.

114. Defendants willfully intended to cause dilution of Plaintiff's Mark ACE OF DIAMONDS, and Plaintiff is therefore entitled to an order requiring Defendants to pay to Plaintiff up to three times Defendants' profits from, and up to three times all damages suffered by reason of, the wrongful manufacture, use, display, or sale of any counterfeit goods or other promotional materials.

SEVENTH CLAIM FOR RELIEF

(False Advertising/Violation of California Business and Professions Code Section 17500, Against All Defendants)

115. Plaintiff hereby incorporates by this reference and every allegation set forth in Paragraphs 1 through 114 of this Complaint, above, as though fully set forth herein.

116. Defendants knew or in the exercise of reasonable care should have known that its publicly disseminated statements and omissions relating to products and services it was selling or offering to the general public, or otherwise planned to sell or offer to the general public, were false and misleading.

117. Defendants' untrue and/or misleading statements constitute false advertising in violation of California Business and Professions Code section 17500, *et seq*.

118. As a result of Defendants' false advertising, false statements and omissions with respect its products and services, including without limitation Defendants' false statements to the USPTO, Plaintiff has sustained monetary and other damages through the loss of its reputation, goodwill, customers, revenue, and profits in an amount in an amount not presently ascertained and to be determined according to proof.

EIGHTH CLAIM FOR RELIEF

(Violation of California Business and Professions Code
Section 17200, Against All Defendants)

119. Plaintiff hereby incorporates by this reference and every allegation set forth in Paragraphs 1 through 118 of this Complaint, above, as though fully set forth herein.

120. Defendants have passed off, appropriated, and benefited from association with Plaintiff's Mark ACE OF DIAMONDS, and Defendants have made utterly and outright false statements and other misleading statements and misrepresentations regarding the nature, origin, designation, and characteristics of products and services with the intent of selling, distributing, and increasing the consumption of and interest in its products and services.

121. Defendants' actions alleged herein constitute unfair competition, and unfair or deceptive business practices within the meaning of California Business and Professions Code section 17200, *et seq*. because Defendants' actions were unfair, unlawful and misleading.

122. Plaintiff has suffered injury in fact and has lost monies, revenue and profits as a result of Defendants' unfair competition and unfair business practices. Specifically, Plaintiff has lost the services of employees, contractors, and vendors, and has also lost customers because of Defendants' unfair practices and misleading and false statements.

123. Plaintiff has sustained monetary and other damages through the loss of its reputation, goodwill, customers, revenue, and profits, in an amount not presently ascertained and to be determined according to proof.

NINTH CLAIM FOR RELIEF

(Defamation, Against All Defendants)

124. Plaintiff hereby incorporates by this reference and every allegation set forth in Paragraphs 1 through 123 of this Complaint, above, as though fully set forth herein.

125. Defendants have made and published numerous statements, including without limitation false statements of ownership of Plaintiff's Mark ACE OF DIAMONDS and the name thereof, including without limitation statements made by Defendants to the USPTO in and through fraudulent attempts to register the Infringing Marks.

126. These statements were false when made and have remained false at all times.

127. No privilege of any kind protects these statements.

128. These statements had and have a natural tendency to injure and cause harm to Plaintiff, in that by way of non-exclusive examples, Plaintiff has suffered a loss of goodwill, customers, and employees and other service providers through the confusion that Defendants, by their false statements, have caused in the marketplace.

129. Defendants willfully made and published their false statements.

130. Plaintiff, as a direct and proximate result of Defendants' false statements, has suffered damages in amount not presently ascertained and to be determined according to proof.

TENTH CLAIM FOR RELIEF

(Invasion of Privacy and False Light, Against All Defendants)

131. Plaintiff hereby incorporates by this reference and every allegation set forth in Paragraphs 1 through 130 of this Complaint, above, as though fully set forth herein.

132. Defendants disclosed to a large number of persons, including but not limited to a national television audience, information about or concerning Plaintiff, Plaintiff's Mark ACE OF DIAMONDS, and Plaintiff's business that was presented as factual, but that was actually false and created a false impression about Plaintiff, Plaintiff's Mark ACE OF DIAMONDS, and Plaintiff's business.

133. The information Defendants disclosed, including without limitation the false statement that they purchased ACE OF DIAMONDS, was and must have been understood by one or more persons to whom it was disclosed as stating or implying something highly offensive that would have a tendency to injure Plaintiff's reputation, including but not limited to Plaintiff supposedly no longer owning a business that in fact Plaintiff continuously owned and operated and did not sell, in whole or in part, to anyone including Defendants.

134. Defendants' statements and representations to the USPTO, which are publicly available to anyone with an Internet connection, are utterly false and fraudulent, and were and must have been understood by one or more persons to whom they were made or disclosed as

stating or implying something highly offensive that would have a tendency to injure Plaintiff's reputation, including but not limited to Plaintiff supposedly not owning a business or a Mark that in fact Plaintiff continuously owned and operated and did not sell, in whole or in part, to anyone including Defendants.

135. Through this conduct and other conduct alleged herein, Defendants made false statements concerning Plaintiff that would be highly offensive to a reasonable person.

136. Defendants knew the publication of these false statements would create a false impression about Plaintiff, and in making the false statements, Defendants acted with reckless disregard for the truth and/or Defendants were at least negligent in determining the truth of the information disseminated or whether a false impression would be created by its publication.

137. As a direct and proximate result of Defendants' false statements, Plaintiff sustained harm to its property, business, profession, or occupation, including money spent as a result of Defendants' false statements in an attempt to remediate the damages caused thereby and including without limitation attorney fees and litigation costs, in an amount not presently ascertained and to be determined according to proof.

ELEVENTH CLAIM FOR RELIEF

(Fraud and Fraudulent Misrepresentation, Against All Defendants)

138. Plaintiff hereby incorporates by this reference and every allegation set forth in Paragraphs 1 through 137 of this Complaint, above, as though fully set forth herein.

139. Defendants represented to third parties, namely the public at large by false statements broadcast on national television and repeated numerous times in other settings and locations, that an important fact, namely Defendants' supposed ownership of ACE OF DIAMONDS, was true.

140. Defendants also represented to third parties, namely the USPTO and the public at large who may access the USPTO's databases, that an important fact, namely Defendants' supposed ownership and use in commerce of the Infringing Marks "Ace of Diamonds" and "AOD," was true.

141. Defendants' representations were false.

142. Defendants knew that these representations were false when they made them and/or Defendants made the false representations recklessly and without regard for its truth.

143. Defendants intended that the general public at large rely on the representations in order to boost their business and harm and further to diminish the commercial reputation and business revenues and profits of Plaintiff.

144. The general public reasonably relied on Defendants' false and fraudulent misrepresentations, which were presented as fact on national television by Rose (and on numerous other occasions by Rose and the remaining Defendants), vested with and invoking her fame and celebrity, and were also presented by Mosely to the USPTO under penalty of willfully and knowingly making false statements under 18 U.S.C. § 1001.

145. As more fully set forth herein, Plaintiff has been directly harmed by Defendants' misrepresentations, in that Plaintiff, without limitation, has suffered a loss of business reputation, a loss of employees, contractors, and vendors and damage to Plaintiff's relationships with those persons and entities, loss of revenues and profits, and additional damages in an attempt to remediate these false statements of Defendants and the damages caused thereby, in an amount not presently ascertained and to be determined according to proof.

TWELFTH CLAIM FOR RELIEF

(Intentional Interference with Contractual Relations, Against Rose and Robinson)

146. Plaintiff hereby incorporates by this reference and every allegation set forth in Paragraphs 1 through 145 of this Complaint, above, as though fully set forth herein.

147. Plaintiff had contracts with several entities to provide services including without limitation promotional services in connection with Plaintiff's business and use in commerce o Plaintiff's Mark ACE OF DIAMONDS.

148. Defendants, through their work for Plaintiffs as independent contractors, knew of these contracts.

149. Defendants, by falsely claiming that they purchased or owned ACE OF

DIAMONDS and by fraudulently applying to register the Infringing Marks, intended to disrupt the performance of these contracts and appropriate the services of the contractors for themselves.

150. Defendants' wrongful conduct prevented performance or made performance of these contracts more expensive or difficult for Plaintiff.

151. Plaintiff has been directly and proximately harmed by Defendants' wrongful and deliberate conduct, in that Plaintiff, without limitation, has suffered a loss of relationships and business with contractors and vendors, in an amount not presently ascertained and to be determined according to proof.

THIRTEENTH CLAIM FOR RELIEF

(Declaratory Action, 28 U.S.C. § 2201, Against All Defendants)

152. Plaintiff hereby incorporates by this reference and every allegation set forth in Paragraphs 1 through 151 of this Complaint, above, as though fully set forth herein.

153. There currently exists between Plaintiff and Defendants an actual, present, and justiciable controversy based on Defendants' filing of a trademark or service mark application for the Infringing Marks "Ace of Diamonds" and "AOD" in connection with its nightclub and entertainment business.

154. Defendants either are currently using both "Ace of Diamonds" and "AOD" as trademarks or service marks for the foregoing, or have a bona fide intent to do so.

155. Plaintiff requests that the Court declare that such intended usage or eventual usage to be a violation of Plaintiff's trademark and service mark rights because it infringes and/or dilutes based on blurring and/or tarnishment pursuant to Sections 32 and 43(a) of the Lanham Act.

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WHEREFORE, Plaintiff SKWS ENTERPRISES, INC. hereby prays for the following relief:

1. That Defendants be required to abandon, with prejudice, their currently pending federal trademark applications for the marks "Ace of Diamonds" and "AOD";

2. That Defendants be permanently enjoined from continued use of the infringing marks "Ace of Diamonds," "AOD," and/or any confusingly similar variant of Plaintiff's Mark ACE OF DIAMONDS;

3. That the Court order the impoundment and destruction of all infringing goods and promotional or advertising materials;

4. That this Court award compensatory and general damages in favor of Plaintiff and against Defendants according to proof but in the amount of at least $2,000,000;

5. That this Court award Plaintiff restitution or disgorgement of all sums of money or profits that Defendants have received through infringement or other wrongful conduct as alleged herein respecting Plaintiff's Mark;

6. That this Court award Plaintiff punitive and exemplary damages against Defendants;

7. For a judgment declaring that Defendants' use of the infringing marks "Ace of Diamonds" and "AOD" for any purpose infringes upon and/or dilutes by blurring and/or tarnishment Plaintiff's Mark ACE OF DIAMONDS;

8. That Plaintiff be awarded its attorney fees and costs of suit incurred herein; and

9. That this Court award Plaintiff such other and further relief as the Court may deem just and proper.

JURY DEMAND

Under Rule 38 of the Federal Rules of Civil Procedure, Plaintiff hereby requests and demands a jury trial on all claims and causes of action so triable.

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Dated: May 2, 2017

BEVERLY HILLS LAW CORP., PC

By: *\/s/ Sagar Parikh*

Sagar Parikh

Attorneys for Plaintiff SKWS ENTERPRISES, INC.

NORRIS LAW GROUP, P.C.

By: *\/s/ Matthew J. Norris*

Matthew J. Norris

Attorneys for Plaintiff SKWS ENTERPRISES, INC.